

NOTE: CHANGES MADE BY THE COURT

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LARRY TRAN, on behalf of himself and all others similarly situated,	)	Case No.: 2:15-cv-03289-AB-MRW
	)	
Plaintiff,	)	<b>[PROPOSED] ORDER GRANTING</b>
	)	<b>(1) MOTION FOR FINAL APPROVAL</b>
v.	)	<b>OF CLASS ACTION SETTLEMENT</b>
	)	<b>AND JUDGMENT AND</b>
CATALINA CHANNEL EXPRESS, INC. (d/b/a Catalina Express); and	)	<b>(2) MOTION FOR AWARD OF</b>
DOES 1 through 10, inclusive,	)	<b>ATTORNEYS' FEES AND COSTS</b>
	)	
Defendants.	)	<b><u>HEARING</u></b>
	)	Date: August 1, 2016
	)	Time: 10:00 a.m.
	)	Courtroom: 4 (2nd Floor)
	)	Judge: Hon. Andre Birotte Jr.

1 In connection with the Motion For Preliminary Approval Of Class Action  
2 Settlement, the Court received the Class Action Settlement Agreement and Release  
3 (hereinafter sometimes referred to as the "Settlement Agreement"), entered into  
4 between Plaintiff Larry Tran ("Plaintiff"), on behalf of himself and all others  
5 similarly situated, and Defendant Catalina Channel Express, Inc. ("Catalina  
6 Express" or "Defendant").

7 In connection with the Motion For Preliminary Approval Of Class Action  
8 Settlement, the Court also received other documents, including the Parties'  
9 Supplement And Amendment To Settlement Agreement And Release  
10 ("Amendment").

11 On April 4, 2016, the Court granted preliminary approval of the Settlement.  
12 Dkt. No. 31.

13 On June 30, 2016, Plaintiff filed a Motion For Final Approval Of Class  
14 Action Settlement.

15 On June 30, 2016, Plaintiff also filed a Motion For Award Of Attorney's Fees  
16 And Costs To Class Counsel And Incentive Payment To The Class Representative  
17 ("Motion").

18 The Court held a (fairness) Final Approval Hearing on August 1, 2016.

19 Having duly considered all submissions and arguments presented, IT IS  
20 HEREBY ORDERED AND ADJUDGED AS FOLLOWS:<sup>1</sup>

21 1. The Court hereby grants final approval of the proposed Settlement  
22 upon the terms and conditions set forth in the Settlement Agreement. The Court  
23 finds that the terms of the proposed Settlement (as modified by the Amendment and  
24 this Court's preliminary approval Order) are fair, adequate and reasonable and  
25 comply with Rule 23(e) of the Federal Rules of Civil Procedure ("FRCP").  
26  
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28 <sup>1</sup> Capitalized terms in this Order shall have the same meanings as in the Settlement Agreement, unless indicated otherwise.

1           2.     The Court orders that the following Class is certified for settlement  
2 purposes only:

3           All residents of the United States (including Puerto Rico) who, at  
4 any time during the period of March 6, 2013 and March 9, 2015, made  
5 a credit or debit card purchase at any physical Catalina Express ticket  
6 counter location (Avalon, Dana Point, Long Beach, San Pedro, or Two  
7 Harbors) and were provided a printed credit or debit card receipt that  
8 included a credit or debit card expiration date. Excluded from the Class  
9 are (1) Catalina Express, its related entities, parent companies,  
10 subsidiaries and affiliates, and their respective officers, directors, and  
11 employees; (2) individuals who only purchased or reserved tickets on  
12 Catalina Express's website (<http://catalinaexpress.com/>); (3) individuals  
13 and/or entities who validly and timely opt-out of the Settlement; (4)  
14 consumers who previously have released their claims against Catalina  
15 Express with respect to the issues raised in this Litigation; and (5) any  
16 judge to whom this matter is assigned, and his or her immediate family  
17 (spouse, domestic partner, or children).

18           3.     The Court finds that, for purposes of the Settlement, the above-defined  
19 Class meets all of the requirements for class certification. The Court further finds  
20 that, for purposes of the Settlement, the requirements of FRCP Rule 23(a) and  
21 23(b)(3) are satisfied and that (a) the Settlement Class is ascertainable, (b) the  
22 members of the Class are so numerous that joinder is impracticable, (c) there are  
23 questions of law and fact common to the Settlement Class members which  
24 predominate over any individual questions, (d) the representative Plaintiff's claims  
25 are typical of the claims of the Class Members, (e) the Class Representative and  
26 Class Counsel have fairly, adequately, reasonably and competently represented and  
27 protected the interests of the Class throughout the litigation, and (f) a class action is  
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1 superior to other available methods for the fair and efficient adjudication of the  
2 controversy.

3 4. The Court appoints Plaintiff Larry Tran as the Class Representative for  
4 the Class.

5 5. The Court appoints attorney Chant Yedalian of Chant & Company A  
6 Professional Law Corporation as Class Counsel for the Class.

7 6. The Court appoints Dahl Administration as the Claims Administrator to  
8 administer the Settlement.

9 7. The Court finds that the Settlement is the product of serious, informed,  
10 non-collusive negotiations conducted at arm's-length by the Parties. In making  
11 these findings, the Court considered, among other factors, the potential statutory  
12 damages claimed in the lawsuit on behalf of Plaintiff and members of the Class,  
13 Defendant's potential liability, the risks of continued litigation including trial  
14 outcome, delay and potential appeals, the substantial benefits available to the Class  
15 as a result of the Settlement, and the fact that the proposed Settlement represents a  
16 compromise of the Parties' respective positions rather than the result of a finding of  
17 liability at trial. The Court further finds that the terms of the Settlement (as  
18 modified by the Amendment and this Court's preliminary approval Order) have no  
19 obvious deficiencies and do not improperly grant preferential treatment to any  
20 individual member of the Class.

21 8. The Court finds that the notice that has been provided to Class  
22 Members, as well as the means by which it was provided, all of which the Court  
23 previously approved, constitutes the best notice practicable under the circumstances  
24 and is in full compliance with the United States Constitution, FRCP Rule 23, and the  
25 requirements of due process. The Court further finds that the notice (as modified by  
26 the Amendment and this Court's preliminary approval Order) fully and accurately  
27 informed Class Members of all material elements of the lawsuit and proposed class  
28 action Settlement, of each member's right to be excluded from the Settlement, and

1 each member's right and opportunity to object to the proposed class action  
2 Settlement and be heard at the (fairness) Final Approval Hearing.

3 9. The Court finds that the manner and content of the notice of Settlement  
4 has been complied with in conformity with this Court's previous Orders.

5 10. The Court finds that zero Class Members have timely requested  
6 exclusion from the Settlement.

7 11. The Court finds that zero Class Members have timely objected to the  
8 Settlement.

9 12. The Court finds that zero Class Members have timely requested to  
10 appear or be heard at the Final Approval Hearing.

11 13. All Class Members who did not timely exclude themselves from the  
12 Settlement are bound by the Settlement Agreement, including the release contained  
13 in Section VIII of the Settlement Agreement.

14 14. The Court hereby directs the Parties and Claims Administrator to  
15 effectuate all terms of the Settlement.

16 15. The Court finds that \$91,666.67 in attorney's fees to Class Counsel is  
17 reasonable based upon Class Counsel's lodestar. The Court finds that the \$550  
18 hourly rate of Class Counsel Chant Yedalian is reasonable based upon his  
19 qualifications, skills and experience.

20 16. The Court hereby awards to Class Counsel attorney's fees of  
21 \$91,666.67, to be paid from the Settlement Fund as set forth in the Settlement  
22 Agreement.

23 17. The Court hereby awards to Class Counsel reasonable costs of  
24 \$1,820.65, to be paid from the Settlement Fund as set forth in the Settlement  
25 Agreement.

26 18. The Court hereby awards \$5,000 to the Class Representative, Larry  
27 Tran, as a Service Award to compensate him for his service as the representative of  
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1 the Class. This Service Award is to be paid from the Settlement Fund as set forth in  
2 the Settlement Agreement.

3 19. If any residual funds remain from the Settlement Fund, any and all such  
4 residual funds will be distributed to Public Counsel.

5 20. Each of the Parties is to bear its own fees and costs except as expressly  
6 provided in the Settlement Agreement.

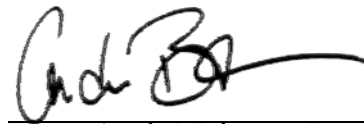
7 21. The Court hereby dismisses the Action with prejudice in accordance  
8 with the terms of the Agreement; however, the Court shall retain continuing  
9 jurisdiction to interpret, implement and enforce the Settlement, and all orders and  
10 judgment entered in connection therewith.

11 22. The Court directs the Clerk of the Court to enter this Order as a  
12 judgment (subject to the terms of paragraphs 20-21, above).

13  
14 IT IS SO ORDERED.

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16 Dated: August 8, 2016

17 By:



18 Hon. André Birotte Jr.  
19 United States District Judge  
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